

09-06-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102214429

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TESLA VINEYARDS, L.P.

09-03-02

☐ Individual(s)☐ Association☐ General Partnership☒ Limited Partnership
California☐ Corporation-State☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____

Execution Date: August 22, 2002

2. Name and address of receiving party(ies)

Name: THE WINE GROUP LLC

Internal

Address: _____

Street Address: 17000 East Highway 120

City: Ripon State: CA Zip: 95366-0897

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation-State _____☒ Other Limited Liability Company-Delaware

If assignee is not domiciled in the United States, a domestic

representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,360,001;

1,124,208; 2,158,801; 1,662,695

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: SCOTT D. MINDEN, ESQ.

Internal Address: Howard, Rice, Nemerovski,

Canady, Falk & Rabkin, a Professional

Corporation

Street Address: Three Embarcadero Center,

7th Floor

San Francisco, CA 94111-4024

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$115.00

☒ Enclosed; but if found deficient, then☒ Authorized to be charged to deposit account

8. Deposit account number:

08-2792

DO NOT USE THIS SPACE

9. Signature.

SCOTT D. MINDEN

Name of Person Signing

Signature

8/27/02
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/05/2002 TDIAZI 00000111 2360001

01 FC:481
02 FC:48240.00 OP
75.00 OPTRADEMARK
REEL: 2576 FRAME: 0085

GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is made, executed and delivered as of August __, 2002 ("Assignment") by and between Tesla Vineyards, L.P., a California limited partnership ("Seller") and The Wine Group LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of August 13, 2002 (the "Agreement"), pursuant to which Seller has agreed to sell, convey, assign, transfer and deliver, and Buyer has agreed to purchase, among other things, Seller's entire right, title and interest in and to the Intellectual Property (such term and all other capitalized terms used but not defined herein having the same meanings ascribed to such terms in the Agreement), all as more fully described in the Agreement; and

WHEREAS, Seller wishes to transfer to Buyer the Intellectual Property and Buyer wishes to acquire the Intellectual Property;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and accepted, Seller hereby sells, conveys, assigns, transfers and delivers unto Buyer and its successors and assigns, all of its right, title and interest in and to the Intellectual Property, including, without limitation, the trademark applications and registrations set out in Part 5.15 of the Disclosure Schedule and as identified in Schedule A attached hereto (the "Trademarks"), and including all rights to sue for past, present and future infringement thereof, together with the goodwill of the business connected with such Intellectual Property and symbolized by the Trademarks. It is expressly acknowledged that with respect to the Trademarks for which registration is being sought in the United States under the intent to use provisions of the Trademark Act (15 U.S.C. §1051(b)), Seller is assigning those Trademarks as part of the entire business or portion thereof to which those Trademarks pertain.

THIS ASSIGNMENT is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Buyer thereunder.

THIS ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered on behalf of the parties as of the date first above written.

TESLA VINEYARDS, L.P.,
a California limited partnership

By: Tesla Vineyards,
a California corporation, General Partner

By: [Signature]

Title: CEO

THE WINE GROUP LLC,
a Delaware limited liability company

By: The Wine Group, Inc.,
Managing Member

By: [Signature]

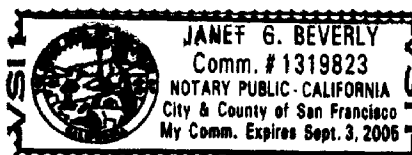
Title: CO

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On 8/22, 2002 before me, Janet G. Beverly, Notary Public,
personally appeared Eric P. Wente, proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Signature of Notary Public



SCHEDULE A

Mark	Registration No.	Country
CONCANNON	2,360,001	United States
CONCANNON (Stylized)	1,124,208	United States
CONCANNON SELECTED VINEYARD & Design	2,158,801	United States
ASSEMBLAGE	1,662,695	United States